

AFTER RECORDING MAIL TO:
WAYNE H. CRAW
1194 Unit A Pine Street
Hamilton, MT 59840

RAV-47878

**ROAD AND UTILITY EASEMENT GRANT
AND ROAD MAINTENANCE AGREEMENT**

This Easement Grant and Road Maintenance Agreement (hereinafter "Agreement") is made and entered into this 29th day of July, 2015, by **STEVEN L. POWELL** and **JENIFER A. POWELL**, of 856 Weber Butte Trail, Corvallis, Montana 59828 (hereinafter "Grantor"), and the **DUKELOW RANCH LIMITED PARTNERSHIP**, a Montana limited partnership, of 1194 Unit A, Pine Street, Hamilton, Montana 59840 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor owns real property in Ravalli County, Montana, described as follows:

A tract of land located in and being a portion of Section 14, Township 6 North, Range 20 West, P.M.M., Ravalli County, Montana and more particularly described as follows:

Beginning at the Southeast corner of said Section 14, a 3" aluminum cap set by R. David Schurian, Registered Land Surveyor in the State of Montana; thence N.01°03'49" East, 912.62 feet to a point in an existing fence line; thence S82°17'15" West, 1340.14 feet to a point in an existing fence line; thence S.00°06'34" East, along said existing fence line a distance of 732.61 feet to a point on the South line of said Section 14; thence East along the South line of Section 14 a distance of 1309.68 feet to the point of beginning.

Certificate of Survey No. 99.

(hereinafter referred to as the "Servient Tenement").

WHEREAS, Grantee owns real property in Ravalli County, Montana, described as follows:

Parcel A, Certificate of Survey No. 591489, Ravalli County, Montana

(hereinafter referred to as the "Dominant Tenement").

C+R Note: Document submitted without Exhibit attached

WHEREAS, in order to provide a formal mechanism to allow proper access for ingress and egress, for utilities, and for road maintenance for the benefit of Grantee and its successors and assigns, the parties hereby agree as follows:

1. Grantor grants and conveys to Grantee a non-exclusive access and utility Easement thirty feet (30') in width located on the Western boundary and being a portion of the SE¼, Section 14, T6N, R20W, P.M., M., Ravalli County Montana, commencing at the Southwest corner of the Servient Tenement, and continuing in a northerly direction along the Western boundary of the Servient Tenement to the Northwest corner of the Servient Tenement, as shown on the Exhibit attached hereto.
2. The Easement granted herein shall be for the purpose of a non-exclusive road for access to and egress from, and to provide utilities to, the Dominant Tenement.
3. The Servient Tenement and the Dominant Tenement shall each pay one-half (½) of the costs of seasonal maintenance expenses, graveling, grading, and maintaining the above-described easement road in a manner consistent with vehicle use. Seasonal maintenance expenses shall include summer mowing and plowing of vegetation, including noxious weeds, and winter snow removal and plowing, on the easement road surface or within the 30' wide easement.
4. The current easement road surface is approximately 30' wide and shall be kept in at least its present condition, or if it is improved, thereafter to the level of its improved condition. Permission of both the Servient Tenement and the Dominant Tenement shall be required to significantly widen, improve or upgrade the road surface from its existing condition, to the extent that each party shall be required to contribute to the upgraded condition.
5. The Easement granted herein and the Road Maintenance Agreement shall be binding upon Grantor and Grantee, their beneficiaries, heirs, successors and assigns, and shall be deemed to be an obligation running with the land.
6. Should a party resort to a court to enforce any provision of the Easement or the Road Maintenance Agreement, the prevailing party shall be awarded reasonable attorneys fees.

IN WITNESS WHEREOF, the parties have set their hands effective the date first set forth above.


STEVEN L. POWELL, Grantor

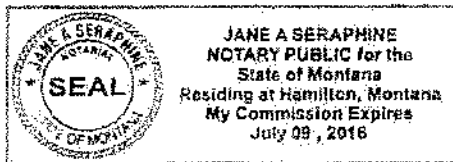

JENIFER A. POWELL, Grantor

DUKELOW RANCH LIMITED PARTNERSHIP,
by FRAMING SYSTEMS, INC., General Partner

Wayne H. Crawl
By: WAYNE H. CRAW, President

STATE OF MONTANA)
 : SS.
County of Ravalli)

This instrument was acknowledged before me on the 29th day of July, 2015, by
STEVEN L. POWELL and JENIFER A. POWELL.

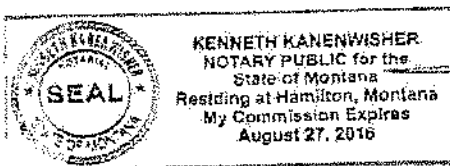


(NOTARIAL SEAL)

Jane A. Seraphine
Printed Name: Jane A. Seraphine
Notary Public for the State of Montana
Residing at Hamilton, Montana
My Commission expires: 7/9/2016

STATE OF MONTANA)
 : SS.
County of Ravalli)

This instrument was acknowledged before me on the 30 day of July, 2015, by
WAYNE H. CRAW, as President of FRAMING SYSTEMS, INC., the General Partner of
DUKELOW RANCH LIMITED PARTNERSHIP.



(NOTARIAL SEAL)

Kenneth Kanenwisher
Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission expires: _____